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PARASHAT HASHAVUA

Matot Masei, 28 Tamuz 5773

What's in a Name? A Lot but Not Enough

Harav Shaul Yisraeli
From Si'ach Shaul, pp. 458-459

The tribes of Reuven and Gad said: "We will build pens for our livestock here [east of the Jordan] and cities for our children" (Bamidbar 32:16). Moshe responded: "Build cities for your children and pens for your livestock, and that which comes out of your mouth you shall do" (ibid. 24).

The whole story of the give-and-take between Moshe and the tribes is a wonder. As soon as they came with the request that they receive the land east of the Jordan, Moshe jumped on them as if they had refused to fight on behalf of their brothers, when in fact they immediately explained that they were prepared to come and fight. Why had Moshe not considered that possibility?

Apparently, until explained otherwise, it was clear to Moshe that the tribes of Reuven and Gad would not be willing to leave their many children behind. After all, they had the *mitzva* of educating their children to tend to. Thus, if the families were staying behind, certainly those of army age were going to stay behind as well.

The good news in their clarification was also the very bad news. They were planning on leaving their children to go fight, and they even mentioned their interest in protecting their significant herds before mentioning their concern for the protection of their children, putting the less important first. On one hand, Moshe could not object on a formal level on behalf of Bnei Yisrael, since they were keeping their part of the deal, but Moshe could not refrain from putting them in their place, correcting the order and putting the children before the cattle.

One can still ask: what difference does it make what order the tribes mentioned the building projects. The important thing is what they would do, and who knows if they still would not build the pens first? Yet Moshe stressed the words "and that which comes out of your mouth you shall do." In other words, specifically that which one says does impact. It is hard to imagine how big of an impact a statement, even a slip of the tongue, can have.

"They built Nevo and Ba'al Meon, *Musabot Shem* ... and they called with names the names of the cities that they built" (ibid. 38). Rashi explains the words *Musabot Shem* – they changed the names of the places that referred to idolatry to new names. When they came to *Eretz Yisrael*, the nation knew that they were not continuing the legacy of the nations which preceded them. They knew that they were going to have to create a life appropriate of the Israelite nation. They knew that Hashem's Name was called upon them, and so they changed the names of the places around them. However, that was not enough, as they had to live in a manner that the name proves to be appropriate.

In these days as well, we have changed names and created names. Villages and towns that were once occupied by other nations are now full of life from immigrants from all corners of the world. We must remember what it says in the beginning of the *parasha*: "... he shall not profane his word" (ibid. 30:3). The daily life must prove the names appropriate.

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Ask the Rabbi

by Rav Daniel Mann

Pay for Overtime on Shabbat

Question: I work for a Jewish institution doing important work with Jewish groups from a range of religious and political affiliations. There are periodic Shabbatons (of sorts), which provide positive religious exposure for many participants who need it, although that is not the organizer's main interest. My boss told me I can report and receive pay for "overtime hours" over Shabbat. Is it permitted to do so? A negative ruling may encourage them to mold the pay arrangement to obviate the problem.

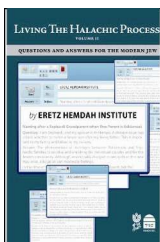
Answer: We will discuss whether this arrangement violates *s'char Shabbat* (pay for permitted services one provided on Shabbat), which is forbidden rabbinically like other commercial activity, lest one come to write (Shulchan Aruch, Orach Chayim 306:4).

The most common way to allow receiving money for work that was done on Shabbat is through *havla'ah* – having the Shabbat-related money "swallowed up" when combined with weekday pay, as pay for a period of work that includes Shabbat (ibid.). However, it is not enough for the pay to be received together with that from weekdays, if the obligation was accrued in a way that some of it is connected distinctly to Shabbat (see Rama and Biur Halacha ad loc.). Regarding our case, it is forbidden to receive special overtime money for work done on Shabbat (Shemirat Shabbat K'hilchata 28:64). Orchot Shabbat (22:(158)) suggests that it is permitted to receive pay at a higher rate for work on Shabbat than for during the week, but only when his salary is set in a way that includes a certain amount of required work on Shabbat. However, for one's pay to be changed based on a fluctuating amount of work one does on Shabbat is forbidden. Still, though, if the overtime includes related work before or after Shabbat, it is permitted if you can generally specify hours for the weekends without specifying how many of the hours were for Shabbat itself or list the exact times (see Shemirat Shabbat K'hilchata 28:65).

Another area of leniency to explore, if the above does not help, is the matter of pay for doing a *mitzva*. The Beit Yosef (OC 306) cites a *machloket* whether *s'char Shabbat* is prohibited when the work done is for a *mitzva*. There are indications in the *gemara* both ways. The *gemara* in Pesachim (50b) says that a *meturgeman* (one who translates *laining* into Aramaic – now practiced primarily in Yemenite communities) will not see blessing from his salary. This implies that it is permitted, just frowned upon. On the other hand, the *gemara* (Nedarim 37a) says that a *Chumash* teacher may take money for teaching on Shabbat because it is done with *havla'ah*. Apparently, the *mitzva* of teaching *Chumash* does not justify taking money for Shabbat. The Shulchan Aruch (OC 306:5) cites both opinions, with a preference toward the strict opinion. On the other hand, the *minhag* is that *chazanim* get paid on Shabbat. On yet another hand, some *chazanim* also get paid for *davening* they do during the week (including *Selichot*), and thus *havla'ah* plays a role. Other *chazanim* can stretch *havla'ah* and say that part of their pay is for preparing during the week (see Aruch Hashulchan OC 306:12; discussion in Orchot Shabbat 22:(149)).

Your case includes an educational element that can make the *machloket* of pay for a *mitzva* on Shabbat relevant. It is not important whether your employers intend for the same *mitzva* element, as *s'char Shabbat* applies (directly) only to the worker (see Mishna Berura 306:21), and you have the *mitzva* in mind. Still, it is likely forbidden and even more likely not a good omen. Therefore, it is proper for your employers to restructure compensation for your efforts.

Another possibility is for you to have a maximum salary for a global amount of work that exceeds your base job, based on expected overtime. In this case, the money you get will be with *havla'ah*. Overtime hours (not necessarily on Shabbat) can factor in specially in fulfilling your maximum work obligation, and you can report your Shabbat hours in arriving at the number. If you do not make it to those hours, they can take off from your salary.



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Ein Ayah

(from the writings of Harav Avraham Yitzchak Hakohen Kook, z.t.l.)

Unfathomable Greatness

(condensed from Ein Ayah, Berachot 9:304)

Gemara: He expounded on the *pasuk* (Divrei Hayamim I 29:11): “To you, Hashem, are the greatness, the strength, the grandeur, the eternity, and the glory.” “To you, Hashem, is the greatness” – this refers to creation. And so the *pasuk* says (Iyov 9:10): “He does great things to the point that it cannot be investigated.”

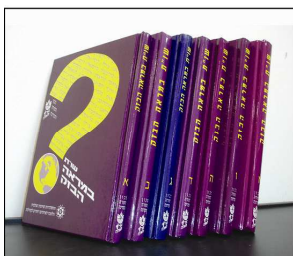
Ein Ayah: Creation is the doing of the One, Hashem. This causes us to know that all existence in the world is one creation, even though there are numerous specific elements of it. There are countless millions of physical worlds and endless spiritual entities, with all their different elements and circumstances. Yet all of them are connected in a manner that if we could see all the great light of all of existence, it would look to us like one great entity containing physicality and spirituality. This would be if the One Master wanted us to see all the light of creation as one great and complex torch, not as a multitude of scattered sparks.

However, since we do see the world as containing many detailed parts, we say: “How great are Your actions, Hashem” (Tehillim 104:24). When saying that, we realize the wonder of each of the individual creations, and yet we know that they are in fact connected like the many body parts that form one organism. It is like an incredible machine which has seemingly endless parts. Were we to fully view all the parts as connected into one entity, we would not talk about multiple actions or creations, but we would be all the more shocked by the greatness, contemplating that one creation encompasses all. That is why the *gemara* says that “the greatness” refers to creation.

When a person is able to amass knowledge of a great many things about creation and even be aware of the connection between different parts, he still will not be able to solve the many mysteries about the endless wisdom that is behind creation. The more he knows, the more he will be shocked and unable to fully fathom.

The reason for this is that the full solution to the understanding of creation is to fully understand the whole, as all is indeed one great entity. However, that prospect is beyond the capabilities of any person who can think and contemplate. Whenever we say (as in the aforementioned *pasuk* in Iyov) that He “does great things,” we are focusing on parts of the general greatness and still we are shocked by the greatness, as it cannot be understood through investigation. We go from wonder to wonder, from recognition of one wise idea to another, and to yet higher levels.

The individual elements of creation, which start as scattered things, we view in the plural. However, they stay that way only until we look for their source. Just when we think we are able to solve some of the mysteries, even greater ones arise until we realize that we have not arrived at a complete understanding, and we need to be satisfied by the little we do fathom. That is why the *pasuk* says that the “great things” are up to the “point of investigation.” The great things must be attached to matters of belief, as one should believe to the point of knowledge that greatness finds expression in the unfathomable creation.



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A Promise to Donate? – part I

(from rulings of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The plaintiff (=p) is a non-profit organization that provides an important service for certain Israeli communities. Def, an acquaintance of one of p's leaders, had a connection with a certain community that was serviced by p. Pl claims that the community did not meet their normal criteria, and p provided the service (costing \$30,750) only because def promised to raise (or donate) a large portion to cover the costs. Def claims that he did not ask p to provide the service to the community but that in response to p's request that he raise money for the project, he had promised to try. Def says that he has only limited contacts he could ask for donations for p, which he exhausted, and he never obligated himself to do more than that.

Ruling: First we must decide the halacha assuming p's claim is accurate.

The expectation was that def would raise money from others rather than donate it from his pocket. Even so, if p expended money based on def's pledge to cover expenses, def would be obligated to get the money one way or the other. This is true even though def was not the recipient of the benefit, as one who hired someone to do work for his friend has to pay (Bava Metzia 118b). The Rashba (ad loc.) says that the obligation is based on *arvut*, the concept of a guarantor, who is obligated to pay the lender for money someone else received. Another possible legal construct for obligation is damage payments (see Shulchan Aruch Choshen Mishpat 333:8), but this seems to be the subject of a *machloket* between the Rambam and the Ra'avad (Z'chiyah 6:24), and it is unclear whether money can be extracted based upon it. Rabbi Akiva Eiger (I:134) says that all agree to damage payment if one explicitly requested of another to do something, although the Maharsham (VI:198) disagrees with that assumption. In this case, the fact that def had an interest in the service being provided to the community in question strengthens the logic for payment.

On the other hand, there is reason to exempt def even if he requested p to provide the service, based on the concept of *meshateh ani becha* ("I was not serious with you"). One of the cases where this may apply is when one asserts he will pay a person whom he feels should be doing it for free. One example is when a father-in-law tells his son-in-law who is not spending money on their son/grandson's education despite having means to do so (Rama, CM 81:1; 336:1). The reason is that the father should be paying for his son's education, and the offer to pay could be an empty promise to try to get the other to do the right thing. In our case, p usually provides their service for free, and therefore def could be seen as trying to get them to provide the same service for another worthy recipient, and def might not be serious about obligating himself firmly. However, we reject this claim considering that p is not obligated to provide services to anyone specific. Therefore, def cannot have them do so for the recipient based on a hollow promise.



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